

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-109

EMC Corporation
(hereinafter "Contractor")

And

University of Maryland Baltimore
(hereinafter "Participating State/Entity")

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1. Scope: This addendum allows for purchase of EMC Storage related peripherals and services, as specified in Product Band 5, of the NASPO ValuePoint Computer Equipment Master Agreement #MNWNC-109, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)

3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

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4. Participating State Modifications or Additions to Master Agreement:

For all Purchase Orders issued by the Participating State Entity under this Addendum the following terms and conditions apply (other modifications or additions apply only to actions and relationships within the Participating Entity):

1. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Addendum.
2. Contractor's Invoices. Contractor, and authorized resellers, shall include on the face of all invoices billed to the Participating State/Entity, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. If a Purchase Order document is issued, the Purchase Order Number must be included. Contractor, and authorized resellers, shall send a separate invoice, in triplicate, for this purchase order.
3. Compensation. Contractor, and authorized resellers, shall be paid only for items or services that are specifically named in a purchase order. No additional costs for items or services will be paid by the Participating State/Entity without its prior express written consent.
4. Tax Exemption. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor, or authorized reseller, are required to furnish and install material in the construction or improvement of real property in performance of a purchase order, they shall pay the Maryland Sales Tax and the exemption does not apply.
5. Payment of Participating State/Entity Obligations. Payments to Contractor, or authorized reseller, pursuant to a purchase order shall be made no later than thirty (30) days after the Participating State/Entity's receipt of a proper invoice from the Contractor or authorized reseller. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.
6. Changes. This Addendum may be amended with the written consent of both parties. Amendments may not change significantly the scope of the Addendum.

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7. A. Anti-Bribery. Neither the contractor nor any of its officers, directors or partners, nor any employees who are directly involved in this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in such conduct relating to this Agreement. .
- B. Ethics. This purchase order is cancelable under the termination for default provisions in the event of a violation of the Maryland Public Ethics Law by the Vendor or any UMB employee in connection with this procurement with the knowledge of the Contractor.
8. Delivery. Delivery shall be made in accordance with the solicitation specifications. The Participating State/Entity, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the control of the Contractor or the Contractor's authorized reseller. The Participating State/Entity unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The Participating State/Entity reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met.
9. Termination for Default. If the Contractor fails to fulfill its obligation under this Addendum properly and on time, or otherwise violates any provision of the Addendum, the Participating State/Entity may terminate the Addendum by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Participating State/Entity's option, become the Participating State/Entity's property. The Participating State/Entity shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Participating State/Entity can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
10. Termination for Convenience. The performance of work under this Addendum may be terminated by the Participating State/Entity in accordance with this clause in whole, or from time to time in part, whenever the Participating State/Entity shall determine that such termination is in the best interest of the Participating State/Entity. The Participating State/Entity will pay all reasonable costs associated with this Addendum

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that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Addendum. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures. Notwithstanding the above, Purchase Orders issued to Contractor, or authorized reseller, may not be terminated less than 30 (thirty) days prior to the schedule shipment date from Contractor's manufacturers.

11. Disputes. This Addendum shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of a purchase order in accordance with the procurement officer's decision.
12. Multi-Year Purchase Orders. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Addendum succeeding the first fiscal period, this Addendum shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Participating State/Entity's rights or the Contractor's rights under any termination clause in this Addendum. The effect of termination of the Addendum hereunder will be to discharge both the Contractor and the Participating State/Entity from future performance of the Addendum, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Addendum. The Participating State/Entity shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Addendum for each succeeding fiscal period beyond the first.
13. Reserved.
14. Insurance.
 - 14.1 Contractor shall secure, pay the premiums for and keep in force until the expiration of this agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by contractor under this Addendum inclusive of the requirements below:
 - Commercial General Liability Insurance (CGL) (including all extensions):

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- Not less than \$1,000,000 each occurrence;
- Not less than \$1,000,000 personal injury;
- Not less than \$1,000,000 products/completed operation;
- Not less than \$1,000,000 general aggregate.
- Worker's compensation per statutory requirements
- Professional Liability or Technology Errors and Omissions insurance in an amount not less than \$1,000,000

Limits of insurance may be achieved either singularly or by combination of applicable coverages.

14.2 Contractor's CGL policy must specifically name on its face Participating State/Entity as an additional insured with respect to operations under this Addendum.

14.3 Contractor will take commercially reasonable and practical steps to ensure that each insurance policy contains endorsements, identical to, or as close to the following: "It is understood and agreed that the Insurance Company shall endeavor to notify in writing the Participating State/Entity thirty-days (30) in advance of the effective date of any reduction in or cancellation of this policy." Notices of policy changes shall be furnished to the Participating State/Entity. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-or better".

15. Subcontracting and Assignment.

15.1 Except as explicitly set forth in this Addendum, Contractor may not assign this Addendum or any of its rights or obligations hereunder, without the prior written approval of Participating State/Entity, which consent shall not be unreasonably withheld. Such written approval will be in the form of a modification to this Addendum. Participating State/Entity shall not be responsible for the fulfillment of Contractor's obligations to subcontractors. However, such consent shall not be required if the assignment or transfer involves (i) assignment of the right to receive payments due the Assignor; (ii) the assignment of a right(s) or delegation of an obligation(s) to a division or wholly or majority owned subsidiary of the Assignor or the Assignor's corporate parent, or to the Assignor's parent itself; (iii) the purchaser (other than a direct competitor of the Assignee) of all or substantially all of the Assignor's assets; or (iv) any deemed assignment or transfer to the Assignor by reason of merger, consolidation, change-in-control or corporate reorganization.

15.2 Contractor agrees that all services provided by Contractor under this Addendum including any amendment(s) to this Addendum will be performed by employees or Servicing Subcontractors or Fulfillment Partners of Contractor, as

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defined in the Master Agreement. Contractor shall only engage consultants or Servicing Subcontractors or Fulfillment Partners who have agreed to comply with Sections 13, 14, 15 and 32 of this Addendum as if they were a party hereto. Contractor and Participating State/Entity agree that Participating State/Entity is a third-party beneficiary of such engagement agreements and Participating State/Entity has the right, but not the obligation, to enforce such engagement agreements in its own name. Contractor acknowledges and agrees that it is responsible under this Addendum for the negligent acts and omissions of its consultants.

15.3 Reserved

16. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this Addendum or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this Addendum is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this Addendum may not be waived.
17. Retention of Records. The Contractor shall retain and maintain all records and documents relating to this Addendum for three years after final payment by the Participating State/Entity hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Participating State/Entity, including the procurement officer or designee, at all reasonable times.
18. Equal Employment Opportunity. If federally funded, the Contractor warrants that the contractor shall comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
19. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the

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performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

20. Reserved.

21. Contract Work Hours and Safety Act. If federally funded and the order involves the employment of mechanics or laborers, the contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-333) as supplemented by Dept. of Labor regulations (29 CFR part 5).

22. Contingent Fee Prohibition. The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect, or engineer, to solicit or secure this Addendum, and that it, has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Addendum.

23. Delays and Extensions of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for delays or hindrances during the progress of any portion of the work specified in this Addendum. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

24. Suspension of Work. The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Participating State/Entity.

25. Pre-existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations

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set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Addendum are applicable to this Addendum.

26. Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other Addendums with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other Addendums reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
27. Political Contribution Disclosure. The Contractor shall comply with Article 14, Election Law, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other Addendums with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:
- before a purchase or execution of a lease or contract by the Participating State/Entity, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and
 - if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.
28. Compliance with Laws. The Contractor hereby represents and warrants that:
- It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Addendum;
 - It shall comply with all federal, State, and local laws, regulations, and

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ordinances applicable to its activities and obligations under this Addendum;
and

- It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Addendum.

29. Indemnification. The Participating State/Entity shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be caused by the Contractors or affiliates performance or operation of this Addendum.

30. Confidentiality.

30.1 Contractor acknowledges and understands that in connection with this Addendum, and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the Participating State/Entity's Confidential Information (as defined herein). For purposes of this Addendum, "Confidential Information" means information provided by the Participating State/Entity to Contractor, including without limitation information concerning the Participating State/Entity's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

30.2 Contractor shall use the Confidential Information only if and when required for the performance of work described in this Addendum, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

30.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Addendum.

30.4 Reserved

30.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the Participating State/Entity, and before disclosing such information shall allow Participating State/Entity reasonable

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time to take appropriate legal action to prevent disclosure of the Confidential Information.

30.6 Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Addendum.

30.7 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the Participating State/Entity grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Addendum.

30.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Office of Legal Affairs
University of Maryland

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Kristine French
Address	2999 Douglas Blvd., Suite 275 Roseville, CA95661
Telephone	877-598-4915
Fax	888-580-6069
E-mail	Kristine.french@emc.com

Participating Entity

Name	Ms. Lisa Marie Shade
Address	University of Maryland Baltimore Procurement Services Saratoga Street Offices 220 Arch Street: Room 02-100 Baltimore, Maryland 21201-1531

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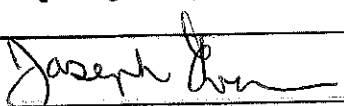
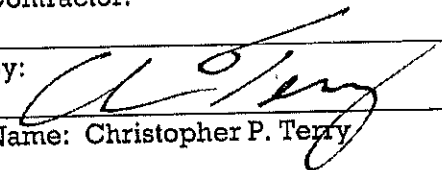
Telephone	410-706-5016
Fax	410-706-8577
E-mail	lshade@umaryland.edu

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Terms: The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
By: 	By: 
Name: Joseph Evans	Name: Christopher P. Terry
Title: Director, Procurement Services	Title: Counsel & Sr. Contracts Manager
Date: 1/7/16	Date: 1/7/2016

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation
and posting in appropriate data bases]